CONTRACTS—SALE OF STANDING TIMBER—WHEN AGREEMENT DOES NOT PASS TITLE AND VENDEE REPUDIATES.—The vendor and vendee entered into a written contract, not under seal, for the sale of all standing timber on a certain tract of land for $100,000, payable in four annual instalments. A statute required a seal on every deed or other conveyance of real estate. N. H. Pub. Sts. 1901, ch. 137, sec. 3. The vendee, after having cut some of the wood and having made two payments, notified the vendor that it abandoned the contract. The vendor, denying the power of the vendee to terminate the contract, brought an action for the third instalment. *Held,* that the contract created merely a license in the vendee to enter upon the land and cut the timber, and the vendee, having received what he bargained for, became indebted for the specified sum of money payable under the contract. *George W. Blanchard & Sons Co. v. American Realty Co.* (1921, N. H.) 115 Atl. 4.

A sale of growing timber is the sale of an interest in land, and consequently within the Statute of Frauds. 1 Tiffany, *Real Property* (1920 ed.) 886. The statute in the instant case gave a written contract without a seal the same effect as if it were oral. See *Kingsley v. Holbrook* (1864) 45 N. H. 313. The contract, therefore, created a mere license. 1 Tiffany, *op. cit.* 887; *Fish v. Capwell* (1894) 18 R. I. 667, 29 Atl. 840. Such a license is personal, and not assignable. *Ward v. Rapp* (1890) 79 Mich. 469, 44 N. W. 934. This gave the vendee the privilege to enter upon the land of the vendor, and the power to vest in himself title to as much timber as he might cut. *Starks v. Garver Lumber Mfg. Co.* (1914) 182 Mo. App. 241, 167 S. W. 1198. But the license might at any time have been revoked, and the revocation would have been effective as to all the timber left standing. *Hodsdon v. Kennett* (1905) 73 N. H. 225, 60 Atl. 686. The statement in the court's opinion that the revocation of the license might have been enjoined is probably to be referred to a state of facts in which the purchase money had been fully paid. Had the vendee, in the instant case, specifically contracted for a privilege to cut timber, the court would have been correct in holding that the vendee must pay the contract price since he received what he bargained for, and it was no fault of the vendor that the vendee did not use his privilege. The parties, however, intended to buy and sell timber and so stated in their agreement, but their intention was not effectuated in a binding contract because the agreement was not in proper statutory form. At the instant the writing was signed by the parties no rights or correlative duties were created in either the vendor or vendee. It was merely equivalent to an offer for the sale of trees with the privilege in the vendee to enter and cut the trees, and the power to accept by such cutting. See *Erskine v. Savage* (1901) 96 Me. 57, 51 Atl. 242. The statute changed a contract to sell standing timber into merely a revocable, unassignable privilege; and to say that the vendee agreed to pay $100,000 for this privilege was to make a new contract for the parties. It is submitted that the vendor was entitled, in quasi-contract, only to the value of the timber cut by the vendee.

EQUITY—BENEFIT SOCIETIES—MEMBER MUST EXHAUST REMEDIES WITHIN THE ORDER BEFORE BRINGING SUIT—The plaintiff was suspended from the defendant lodge until he should pay a sum said to have become due through his alleged misconduct. By the laws of the Order a lodge was empowered to inflict the following penalties upon its members: reprimand or censure in open lodge, suspension for a definite time, expulsion, and a fine not exceeding five dollars. The rules of the Order gave a "right" of appeal within the lodge to either party to a controversy. Without taking such an appeal, the plaintiff sought damages and an injunction to compel restoration to him of the rights and privileges of membership. *Held,* that the plaintiff was entitled to relief, because the decision of the lodge was void, being outside the lodge's jurisdiction, and therefore no appeal was necessary. *Gardner v. East Rock Lodge* (1921, Conn.) 113 Atl. 308.